

COLLECTIVE AGREEMENT

BY AND BETWEEN

NORTH AMERICAN MAINTENANCE LTD.

(hereinafter referred to as the "Company")

AND

INTERNATIONAL UNION OF OPERATING

ENGINEERS LOCAL UNION NO. 955

(hereinafter referred to as the "Union")

Effective: February 28, 2018 – February 27, 2023

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Article 1 - Preamble

- 1.1 It is mutually agreed that the purpose and intent of this Collective Agreement is to promote cooperation and harmony between the Company, the employees and the Union, and to secure for the parties the benefits of orderly collective bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful resolution of all grievances, to promote efficiency in the business, and set forth the conditions of employment to be observed by the employees, the Union and the Company.
- 1.2 In this Collective Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

Article 2 - Recognition & Scope

- 2.1 The Union is recognized as the sole and exclusive bargaining agent for all employees of the Company, save and except Supervisors, persons above the rank of Supervisor, office and clerical employees.

Article 3 - Management Rights

- 3.1 Except, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but not be confined to:
 - (i) The right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue jobs or sections of the operation, to recruit, select and retain employees for positions inside and outside of the bargaining unit, subject to the express terms of this Collective Agreement;
 - (ii) Make, enforce and alter, from time to time, policies, rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, including to assign employees to work in remote locations, lay-off, recall, discharge, suspend or otherwise discipline employees, provided that such discipline or discharge is in accordance with the principles of just cause;
 - (iii) The right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; to direct the working forces including the assignment of employees to particular jobs or duties; to determine the work to be completed, the description of jobs and the subcontracting of work; to require reasonable medical

examinations by a Company-appointed physician or paramedical to determine fitness to work; to require satisfactory evidence of the reasons for absence at any time; to maintain a workforce which is physically able to perform the work of the business subject to Human Rights legislation; to determine the qualification of employees, the use of standards of performance, whether there shall be overtime and who shall perform such work; to determine the number of employees needed by the Company at any time and how many shall work on any job, the number of hours to be worked, starting and quitting times and break periods;

(iv) The right: to determine and amend the shift schedule; to determine the number of employees and which employees will be assigned to each shift; to utilize compressed work weeks and generally to manage the business.

3.2 Where the rights, power and authority itemized above or retained by management are modified or limited by the terms of this Collective Agreement, they shall only be modified or limited to the extent specifically provided for herein.

3.3 The Company may sub-contract work subject to Clause 3.4 and the Letter of Understanding re: Present Practices on Work Done by Bargaining Unit Employees.

3.4 Sub-contractors shall not be used where their use would result in employees being laid-off. Sub-contractors shall not be used to replace employees for a period of longer than three (3) months if employees quit, resign, retire, or are terminated or laid-off. Sub-contractors shall not be used to take over a job on which bargaining unit employees are trained and skilled to perform the work, and were working on, in order to avoid paying overtime to employees who were working on that job, unless such employees decline to work the overtime. This Clause shall be interpreted subject to the Letter of Understanding re: Present Practices on Work Done by Bargaining Unit Employees.

3.5 This Collective Agreement represents the entire agreement between the parties and there are no enforceable oral or other agreements (written or otherwise) or practices which are not contained herein.

Article 4 - Union Rights

4.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new employee whose employment commences hereafter shall within fifteen (15) days after the commencement of his employment apply for and maintain membership in the Union as a condition of his employment.

- 4.2 All employees shall, as a condition of employment, consent to the deduction of Union dues and such dues shall be automatically deducted from the earnings of the employee and remitted by the Company as stated in this Article.
- 4.3 The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all Initiation Fees shall be deducted for and on behalf of all employees who are members of the Union, and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied with a list of names of all employees for and on behalf of whom such deductions have been made. Monthly statements showing the names of all additions and deletions of members together with reasons for the same shall also be forwarded to the Secretary-Treasurer of the Union.
- 4.4 The Company agrees to recognize one (1) member of the bargaining unit as a Job Steward per crew. The Job Steward shall be allowed reasonable time during working hours to perform the work of the Union, provided that he receives the permission of his Supervisor in advance, but he shall not abuse that privilege. Job Stewards may represent employees in any dispute with the Company or in investigations that could lead to discipline, or in disciplinary meetings.
- Job Stewards will be selected by the Union, based on their leadership qualities, maturity, positive attitude, ability to problem solve and to uphold the spirit of cooperation between the Company and the Union.
- 4.5 Leave of absence without pay shall be granted to up to two (2) employees appointed by the Union to sit on the Union bargaining committee for the purpose of collective bargaining. The Company will invoice the Union for the employee's time missed from regularly scheduled shifts.
- 4.6 The Union shall have the right to post notices on the specified bulletin boards in the workplace supplied by the Company. All such notices must be signed by the proper officer of the Union and it is agreed that the material in such notices shall be professional in nature.
- 4.7 A duly accredited Officer of the Union or Business Agent shall be admitted to the Company's premises and may attend meetings related to employees upon receiving advance agreement of the Superintendent and such agreement shall not be unreasonably withheld.

Article 5 - Grievances

- 5.1 The word "grievance" shall mean any complaint concerning any matter related to discipline or questions of interpretation, or application, or compliance with any provision of this Collective Agreement unless

otherwise specified herein. No party shall omit any step of the grievance procedure outlined below without mutual agreement. Such agreement shall not be unreasonably withheld. For purposes of this section "working days" are defined as regularly scheduled shifts of those employees involved.

- 5.2 No grievance can be validly filed if the circumstances giving rise to the complaint occurred more than eight (8) working days prior to the presentation of a written grievance to the employee's Supervisor at Step No. 1 below.
- 5.3 Prior to the presentation of a grievance to the employee's Supervisor at Step No. 1, the employee must first discuss the matter with his Supervisor in an attempt to resolve the matter outside of the grievance procedure. Failing satisfactory resolve, the issue may be presented as a grievance at Step No. 1 as outlined herein.
- 5.4 (i) The parties agree that it is mutually beneficial and desirable that any complaint be settled as promptly as possible between the employee and his Supervisor. Once this discussion has taken place and failing settlement, the following steps must be taken:
 - (a) Step No. 1 – Where the Union considers that there may be reasonable basis for a grievance, the Union will present a written grievance to the employee's Supervisor within eight (8) working days from the date that the issue that gave rise to the complaint occurred.

The Job Steward and the employee will meet with the Supervisor in an effort to resolve the written grievance within four (4) working days of its presentation and the Supervisor shall reply in writing within four (4) working days following the meeting.
 - (b) Step No. 2 - Failing settlement at Step No. 1, the grievance may be submitted within four (4) working days to the Superintendent or his designate. The Job Steward and the employee will meet with the Superintendent and Supervisor within ten (10) days of the submission to Step No. 2. The Superintendent or his designate will render a written answer within ten (10) working days following this meeting.
 - (c) Step No. 3 - Failing settlement at Step No. 2, the grievance may be submitted within four (4) working days to the Director of Equipment Maintenance or his designate. The Job Steward and the employee will meet with the Director of Equipment Maintenance and the Superintendent within ten (10) days of the submission at Step No. 3. The Director

of Equipment Maintenance will render a written answer within ten (10) working days following this meeting.

Failing settlement at Step No. 3 the grievance may be referred to arbitration in accordance with Article 6.

(ii) It is agreed that grievances concerning the termination of employees shall be initiated at Step No. 3 of the grievance procedure, and that grievances regarding alleged misconduct of Supervisors shall be initiated at the step of the grievance procedure above the Supervisor who is the subject of the grievance.

5.4 The time limits fixed in the foregoing subsections may be extended by mutual agreement of the parties in writing.

5.5 Policy Grievance – if the Union has a policy complaint they shall discuss it with the Equipment Superintendent within five (5) working days after the circumstances giving rise to the complaint. A policy grievance is properly filed by either party where the subject matter of the grievance concerns the bargaining unit as a whole or raises an issue of collective agreement interpretation which is of general application at the time of the filing of the grievance.

Failing verbal resolution with the Equipment Superintendent, the time limits set out in this Article for submitting and replying to grievances shall be applicable to policy grievances which must be initially filed directly with the Director of Equipment Maintenance at Step No. 3 of the grievance procedure.

5.7 A probationary employee's discipline or termination may be the subject of a grievance up to Step No. 3 of the grievance procedure and the disposition of the grievance shall be final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to arbitration at Step No. 4.

5.8 In the event that a grievance is not filed or advanced to the next stage of the grievance procedure within the time limits provided in Clause 5.4 or is not submitted to Arbitration in accordance with Clause 6.1 it shall be deemed to have been abandoned. If the Company does not respond within the time limits for the Company the grievance shall automatically advance to the next step of the grievance procedure.

5.9 The Company may file a policy grievance against the Union.

Article 6 - Arbitration

6.1 Failing settlement at Step No. 3 of the grievance procedure, the grievance may be submitted to an Arbitrator at the written request of either the Company or the Union. It is however understood that no

grievance may be submitted to arbitration if the written submission is later than twenty (20) working days after the Step No. 3 answer has been issued.

- 6.2 The representatives of the Union and Company shall confer in an attempt to agree upon a mutually acceptable Arbitrator within fifteen (15) working days of the submission to arbitration. Failing agreement either party may apply to the *Ministry of Employment, Immigration & Industry* for the appointment of an Arbitrator. No Arbitrator who has been proposed and rejected by either party shall be authorized to hear and determine the grievance on an appointment by the Ministry, subject to legislation.
- 6.3 The Company and Union shall each pay one half (½) of the remuneration and expenses of the Arbitrator.
- 6.4 The decision of the Arbitrator shall be binding on both the Company and the Union. The Arbitrator shall have no authority to add to, modify or alter any of the terms or provisions of this Collective Agreement; the sole authority of the Arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute.

Article 7 - No Strike or Lockout

- 7.1 The Company agrees that it will not cause or direct any lockouts of its employees during the life of this Collective Agreement. In like manner, the Union agrees that neither will the Union cause or direct, nor shall any employee cause or take part in any sit-down, slow-down, overtime boycott, strike or stoppage of work during the life of this Collective Agreement. It is further agreed that the Company may discharge any employee causing or taking part in any sit-down, slow-down, overtime boycott, strike or stoppage of work during the life of this Collective Agreement. Such discharge may be subject to grievance and arbitration.

Article 8 - No Discrimination

- 8.1 Neither party shall discriminate against any employee on the basis of Union activity. The parties agree to act in accordance with the *Alberta Human Rights, Citizenship & Multiculturalism Act*, subject to the bonafide occupation requirements permitted in law.

Article 9 - Job Classifications, Pay & Premiums

- 9.1 Job classifications and pay shall be according to Appendix "A" attached to and forming part of this Collective Agreement.
- 9.2 In the event that the Company creates a new classification that is not included in this Collective Agreement and falls within the scope of this Collective Agreement, the rate of pay shall be negotiated by the Company with the Union. If a satisfactory conclusion to negotiations has

not been concluded within fourteen (14) calendar days or such longer time as may be agreed upon, then the matter may be referred to arbitration. The final settlement of the rate of pay shall be retroactive to the placing of an employee in the new classification.

- 9.3 In no case will overtime compensation or premiums be duplicated or pyramided unless specifically provided for elsewhere in this Collective Agreement.
- 9.4 Sunday shall be deemed the first (1st) day of the week for payroll purposes.
- 9.5 The Company may designate Lead Hands (with the agreement of the employee). When an employee is assigned as a Lead Hand he shall be paid a premium in accordance with Appendix "A" of this Collective Agreement, payable at straight time rates for all hours worked.

A Lead Hand is responsible for the correct completion of work but not for disciplinary action or other performance management activities, which are the responsibility of the Supervisor to whom the Lead Hand reports. An employee is paid the premium while assigned to be a Lead Hand, on a daily/per shift basis, and such assignment is not considered to be a permanent position.

- 9.6 Employees shall be paid, in addition to other wages payable to them, a shift differential on all hours worked on regularly scheduled shifts which have a start time before 5:30 a.m. or after 12:00 p.m. (noon). The shift differential will be two dollars and fifty cents (\$2.50) per hour paid on a straight time basis for all hours worked.
- 9.7 Temporary employees with less than three (3) months of service and Summer Students for their entire period of employment shall not be eligible to participate in the Company's Health and Wellness or pension plans.

Article 10 - Allowances

- 10.1 Employees who require hand or other tools in the performance of their duties are required to supply all of the tools necessary to complete such duties. Employees are responsible for the care, maintenance and replacement of these tools unless broken or damaged by water or fire in the performance of his duties, or where tools are stolen as a result of a bona fide break-in. In such case the tools will be replaced with tools of similar value and quality by the Company. The Company will assist with the recalibration and only the cost of recalibration of the mechanic torque wrenches as required. For clarification purposes, this does not include repair costs.

- 10.2 Mechanics and Apprentice Mechanics shall be granted a tool allowance of one dollar (\$1.00) per hour for all hours worked, payable at straight time rates
- 10.3 Welders and Apprentice Welders shall be granted a tool allowance of fifty cents (\$0.50) per hour for all hours worked, payable at straight time rates.
- 10.4 Upon completion of the probationary period all employees shall be granted an annual safety boot/clothing allowance of two hundred and twenty-five dollars (\$225.00). This allowance will be paid in January of each year and employees that complete their probationary period after January shall have this allowance pro-rated for the remaining balance of the year following completion of their probationary period.

Effective January 1st, 2019 the safety boot/clothing allowance will increase to three hundred dollars (\$300.00).

Article 11 - Hours of Work and Overtime

- 11.1 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week, or of days of work per week or as a restriction on the scheduling of a longer or shorter work week, which management may implement at its sole discretion, subject to the provisions of this Collective Agreement.
- 11.2 The Union recognizes the Company's need for the flexibility to establish work schedules, to amend work schedules, to assign and re-assign employees to work schedules, to set employees' hours of work, and to change these arrangements to meet operating needs as the sole responsibility of the Company without limitation, subject to the provisions of this Collective Agreement. It is recognized that the business of the Company is conducted twenty-four (24) hours per day, seven (7) days per week. As per Clause 3.1 (iv), the Company may utilize compressed work week schedules and shall ensure that these schedules meet or exceed *Alberta Employment Standards Code* requirements. The Company will notify the Union prior to the implementation of a new shift schedule.
- 11.3
 - (i) Work schedules may be scheduled on the basis of a maximum of twelve (12) regularly scheduled hours per day. The maximum average weekly hours of work that an employee on a compressed work week may be scheduled to work in the work weeks that are part of the cycle is forty-four (44).
 - (ii) Overtime on a non-compressed work week schedule will be paid for hours worked over eight (8) in a day, forty (40) in a week, Sunday to Saturday. Overtime on a compressed work week schedule will be paid on time worked in excess of forty (40) average weekly hours, calculated based on the weeks that are

part of the cycle, and on any time worked outside of the regular schedule or on regular scheduled days off.

- (iii) All overtime will be paid at one and one-half times (1.5x) the employee's straight time base hourly rate.
- (iv) All hours worked on a recognized holiday that occurs during the regular hours of a compressed work schedule will be considered regular hours worked for the purpose of determining when overtime would apply.

11.4 Where employees are absent from regularly scheduled shifts for any reason, they will be required to make up the missed hours at straight time rates prior to additional overtime being paid. This Clause shall not apply in cases where the employee is absent due to illness or injury covered by WCB or Employment Insurance sickness benefits.

11.5 The calculation of entitlement to vacation and other benefits for employees working compressed work week schedules will be made using an hourly equivalent. For example, two (2) weeks of vacation will equate to eighty (80) working hours. It is intended that employees will neither gain nor lose any benefit entitlement while working compressed work week schedules.

11.6 There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one (1) in the first half ($\frac{1}{2}$) of the shift and one (1) in the second half ($\frac{1}{2}$) of the shift. Alternatively, there may be three (3) coffee breaks of ten (10) minutes in duration on each shift, by mutual agreement of the Company and the employees. Employees will be given a meal period of thirty (30) minutes per shift but such period will not be considered as time worked unless it is part of a twelve (12) hour daily shift.

11.7 Shift schedules and starting and stopping times shall be established by the Company and posted reasonably in advance in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off.

- (i) If a minimum of seven (7) days' notice is not provided for a permanent shift change, the employee's first day on the new shift schedule shall be payable at premium rates for lack of notice.
- (ii) As far as possible, employees shall receive at least twenty-four (24) hours' notice of a temporary shift change. If twenty-four (24) hours' notice is not provided for a temporary shift change, the employee's first (1st) day on shift shall be payable at premium rates. A temporary shift change shall be defined as a period of two (2) months or less in duration.

- (iii) If a Company-initiated shift change results in the loss of earnings for an employee in the first (1st) pay period of the changed shift, the Company shall offer appropriate available overtime opportunities to the employee to afford him an opportunity to not suffer loss of earnings for such pay period. The affected employee shall be offered the first (1st) overtime opportunities available to his classification/crew following the changed shift. Overtime shifts worked or refused under this Clause shall affect the employee's place on the overtime allocation system.
 - (iv) If minimum notice of a Company-initiated shift change is not provided, and an employee is required to work any of his regularly scheduled days off, these days will be paid at premium rates provided the employee has not missed any shifts in the shift set prior to the change. If the employee was required to miss shifts due to a Company-initiated shift change, the shifts on the scheduled days off shall be paid at premium rates.
 - (v) For purposes of this Article, "premium rates" shall be defined as one and one-half times (1½x) the employee's straight time base hourly rate of pay.
- 11.8 The Company shall provide employees with a minimum of eight (8) hours off between shifts. Employees working overtime will not lose the pay for the time taken from their next shift to make up the eight (8) hour break, provided the employee reports to work eight (8) hours after their previous shift has ended.
- 11.9 Employees are permitted five (5) minutes of wash-up time at the end of each shift.
- 11.10 An employee who has left the worksite and is called out and reports to the worksite outside his regular shift shall be provided with a minimum of four (4) hours work or four (4) hours pay at the overtime rate provided such work is not contiguous with the employee's regular shift.
- 11.11 Where an employee is required to work fourteen (14) or more consecutive hours he will, upon completion of his twelfth (12th) hour, be provided an additional twenty (20) minute paid coffee break as well as a meal. This break and meal will not be provided unless the shift is expected to last fourteen (14) or more hours.
- 11.12 Employees shall have the right to refuse overtime that is outside of their regularly scheduled shift, or on scheduled days off. In the event of an emergency that could result in injury to personnel, or imminent damage to property or equipment, the Company may require employees to work overtime until the emergency is resolved.

Article 12 - Field Work Assignments

- 12.1 A field work assignment is defined as a work assignment that is physically located beyond the property boundary of the Acheson Shop.
- 12.2 The parties agree that there shall be no employees that are designated as field employees. Selection for field work assignments will be made on a volunteer basis and where insufficient volunteers exist, employees will be selected by the Company. Employees with legitimate reasons shall not be required to accept a field work assignment that requires overnight accommodation, and such privilege will not be abused. The Company may assign an employee to a field work assignment for a period of up to ninety (90) days.
- 12.3 While assigned to a field work assignment employees will remain employed by North American Maintenance Ltd. under the terms and conditions of this Collective Agreement.
- 12.4 While assigned to a field work assignment that requires overnight accommodation, the Company will provide room and board for the employee. If camp accommodations are not available, the Employer will pay up to sixty dollars (\$60.00) per diem (fifteen dollars (\$15.00) breakfast, fifteen dollars (\$15.00) lunch, and thirty dollars (\$30.00) dinner) to cover the cost of meals, and up to one hundred and seventy-five dollars (\$175.00) per night for accommodations.
- 12.5 An employee that has been assigned the use of a service truck will use his own tools while so assigned. If the service truck is required to be utilized by another employee, the original employee's tools will be unloaded under management supervision and stored for safe keeping.

Travel Allowance

- 12.6 There shall be a travel free zone established from the Acheson Shop at forty-five (45) kilometres by shortest public road.

The Company shall pay a daily transportation allowance of forty (\$40.00) dollars when an employee is assigned to field work outside of the travel free zone, is to report directly to the jobsite and returns daily from the job site. This allowance shall only apply to job sites that are within one hundred (100) kilometres from the Acheson Shop.

- 12.7 When an employee who is assigned to field work does not return daily from the job site, and requires overnight accommodation, the Company shall pay a travel allowance travelling to and an equal allowance returning from the job site, for each work rotation of their assigned work schedule, based upon road kilometres to the job site from the Acheson Shop, as follows:

- (i) Forty-five (45) kilometres to two hundred (200) kilometres- eighty dollars (\$80.00);
- (ii) Two hundred and one (201) kilometres to three hundred (300) kilometres - one hundred and twenty dollars (\$120.00);
- (iii) Three hundred and one (301) kilometres to four hundred (400) kilometres - one hundred and sixty dollars (\$160.00);
- (iv) Four hundred and one (401) kilometres to five hundred and fifty (550) kilometres – two hundred dollars (\$200.00);
- (v) Over five hundred and fifty-one (551) kilometres - schedule airline airfare, or as is mutually agreed.

The travel allowance shall be paid on the next regular pay day following the start or end of each work rotation of their assigned work schedule.

- 12.8 The Company shall pay vehicle compensation to an employee assigned a field assignment, for the kilometres outside of the travel free zone, if an employee uses his own vehicle at the request of the Company, is to report directly to the job site and travel to the job site and back, at the rate of fifty-four cents (\$0.54) per kilometre.

Compensation

- 12.9 If an employee is assigned under this Article to a job site where a collective agreement between the Union and another subsidiary of the Company's parent is in effect, the employee will receive the straight time base hourly rate of pay in effect for his classification under such alternate Collective Agreement or his regular rate including the Field Work Assignment premium, whichever is greater. In addition, while assigned to such job site, the employee will be subject to the hours of work, overtime and pension provisions in effect under such alternate Collective Agreement, or the terms under this Collective Agreement, whichever are greater.
- 12.10 If an employee is assigned under this Article to a job site where no other Collective Agreement between the Union and another subsidiary of the Company's parent is in effect, the employee will remain subject to all of the provisions of this Collective Agreement and will be provided a Field Work Assignment premium of two dollars (\$2.00) per hour for all hours worked, payable at straight time rates.
- 12.11 A field work assignment will be deemed a temporary shift change under the Hours of Work and Overtime Article herein.

Article 13 - Recognized Holidays

- 13.1 The following shall be Recognized Holidays:

New Year's Day	Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- 13.2 An employee is not entitled to Recognized Holiday pay if the employee:
- (i) does not work on a Recognized Holiday when required by the schedule to do so, OR;
 - (ii) is absent from work without permission of the Company on the employee's last regular work day preceding the Recognized Holiday or the employee's first regular work day following the Recognized Holiday.
- 13.3 (i) Employees shall be credited holiday pay calculated at five percent (5%) of the employee's regular straight time base hourly rate for all hours worked.
- (ii) Holiday pay shall be paid on each pay.
- 13.4 If a Recognized Holiday falls during an employee's scheduled vacation period, he shall, if he qualifies otherwise, be granted a day off in lieu and paid Holiday pay referred to in Clause 13.3.
- 13.5 All hours worked on a Recognized Holiday shall be paid at a rate of time and one-half (1½x) the employee's regular hourly rate.
- 13.6 The Company shall endeavour to provide all employees fourteen (14) days' notice, with a minimum of seven (7) days' notice if there's a change to the recognized holiday schedule.

Article 14 - Vacation

- 14.1 Vacation Entitlement shall be as follows:

Company Service	Annual Vacation Entitlement	Vacation Pay % of Wages
Less than 1 year	No entitlement	4%
*1-2 years	80 hours	4%
2-5 years	120 hours	6%
5-15 years	160 hours	8%
More than 15 years	200 hours	10%

*The revised vacation entitlement of eighty (80) hours / four percent (4%) for one (1) to two (2) years of service applies to any employee hired after date of ratification, April 11, 2018.

- 14.2 The vacation year shall be defined by the employee's anniversary date and the above annual vacation entitlement for a given year shall be determined on the basis of the total continuous service of the employee as of their last hire date.
- 14.3 Vacation pay as per Clause 14.1 shall be paid on each pay and shall be calculated at straight time base hourly rate for all hours worked.
- 14.4 Vacation time is not cumulative and must be taken in the calendar year in which it is allocated. Vacation time may be unilaterally scheduled by the Company if the employee does not make his own arrangements in accordance with Clause 14.8 or the attached Letter of Understanding re: Vacation Entitlement. Vacation time not taken or scheduled as above by the end of the calendar year shall be forfeited. Upon written request and approval by the Equipment Superintendent, employees may request an unpaid leave of absence to accommodate extended trips overseas.
- 14.5 It is understood that business requirements shall be the determining factor in all matters of vacation selection by employees. Employees who have received notice of approved vacation shall not have that approval rescinded unless there is a significant business requirement to do so. An equitable arrangement in lieu shall be agreed between the Company and the employee.
- 14.6 The Company shall determine the number of employees scheduled on vacation in each classification in a given week.
- 14.7 Vacation selection will take place as follows:
- (i) Each year management will determine the total vacation entitlement (in forty (40) hour weeks) for all employees in each classification and divide each number by fifty-two (52). The products shall represent the maximum number of employees permitted to be on vacation in each classification, in each week.
 - (ii) Peak vacation weeks shall be defined as those weeks commencing in the months of July and August, as well as the week between Christmas and New Year's.
 - (iii) Vacation selection during peak vacation weeks will be made on the basis of continuous years of service with the Company among employees in each classification, with the employee with the greatest amount of service having first selection. Employees will select their vacation in order of decreasing continuous Company service until all available peak vacation weeks have been exhausted.
 - (iv) Vacation selection for peak vacation weeks will take place prior to April 1st each year.

- (v) Employees may take their remaining vacation in blocks of complete weeks or blocks of shifts, as the case may be, upon written request to the Supervisor. Vacation selections outside of peak vacation weeks will be granted on a first-come first-serve basis. Requests for vacation utilization in individual shift increments shall be considered on an individual basis and in the context of business requirements where the employee provides reasonable notice of such request.
- 14.8 An employee may not receive vacation during the peak vacation week's period in consecutive years unless all other employees in his classification have first been given the opportunity to select peak vacation and an open vacation week exists under Clause 14.8.
- 14.9 One (1) week of vacation for scheduling purposes will be based on one (1) block of shifts and associated days off on the four (4) on-four (4) off shift schedule, or five (5) or four (4) consecutive work days and associated days off if the employee works an eight (8) or ten (10) hour work day.

Article 15 - Leaves of Absence

- 15.1 An employee will be granted up to twenty-four (24) regularly scheduled hours off with pay to make arrangements or to attend the funeral of the employee's spouse, child, step-child, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandchild, grandparent, aunt or uncle. The Company may require an employee to substantiate a leave under this Clause by providing satisfactory documentation. This Clause does not apply if an employee is already on a different leave of absence or vacation.
- 15.2 An unpaid leave to attend the funeral of a family member not covered in Clause 15.1 or of a non-relative may be granted upon advance request of the employee.
- 15.3 When an employee is called for jury duty or formally subpoenaed as a Crown witness he shall be excused from work on the days he is required to appear in court. Employees called for court in this manner, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for such service to reimburse him for earnings lost because of such service. It is agreed that the Company will not be required to continue to apply the terms of this Clause beyond a period of two (2) weeks for any employee in any single instance.
- 15.4 Maternity, adoptive and parental leave shall be granted according to conditions of the *Alberta Employment Standards Code*.
- 15.5 If operating conditions permit, leave of absence without pay may be granted for up to a period of three (3) months. In cases of unique

circumstances such as a military tour of duty, the Company will have a meeting with the employee to review the circumstances and determine the length of leave that will be approved. An employee approved for a leave of absence under this Clause shall not continue to accrue Company service.

Article 16 - Absence from Work/Early and Safe Return to Work

- 16.1 The Company, the employee and the Union have an ongoing obligation to cooperate in an effort to facilitate the early return of the employee to his job after illness or injury, which will require a regular review of his functional abilities including functional abilities assessments as and when requested by the Company. It is agreed that employee participation in the Company's modified work program is mandatory.
- 16.2 The employee shall be returned to his previous job, or to a comparable one, when his functional abilities so allow.
- 16.3 Where the Company does not consider it has sufficient information to assess the employee's functional abilities to return to work, it may request further information. An employee may be required to attend a medical opinion by a physician selected by the Company. Should the Company require a medical opinion, such opinion, shall be paid for by the Company. In WCB related matters WCB legislation shall apply.
- 16.4 **Reporting Absences:** Employees are required to attend work regularly. When unable to attend, the employee must contact his Supervisor as far in advance as possible, but no less than one (1) hour prior to his scheduled start time, giving the reason he is unable to attend work, the date of his expected return, if known, and the details as to where he can be contacted during his absence. Where the employee has tried unsuccessfully to reach his Supervisor in person he must leave a recorded message with the required information. An employee is required, if requested by the Company, to substantiate the reasons for any absence. An employee is required to maintain regular contact with the Company throughout his period of illness or injury and/or recovery.
- 16.5 **Payment for Injured Employees:** In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid at his regular straight time hourly rate for the remainder of his scheduled shift. The employee must immediately report such injury to his Supervisor as soon as possible.

Article 17 - Health and Safety

- 17.1 It is understood and agreed that the parties to this Collective Agreement and all employees shall at all times comply with the incident prevention and safety regulations as stipulated by the North American standards of

practice for Health, Safety and Environment, General Rules of Conduct, Cardinal Safety Rules and the *Occupational Health and Safety Act*.

- 17.2 Employees must report all incidents to their Supervisor as soon as possible after they occur. It is understood that failure to report an incident may be grounds for discipline up to possible termination of employment, subject to the grievance procedure.
- 17.3 The Company and the Union agree to the application of the North American Construction Group Alcohol and Drug Program.
- 17.4 The Company and the Union shall jointly maintain a Health and Safety Committee whose function shall be to perform the duties of Health and Safety Committees as per the *Occupational Health and Safety Act*.
- 17.5 The Company agrees to provide free of charge to employees safety supplies and articles of clothing which may be necessary for the safety and health of employees. Safety clothing may include goggles and gloves, welder's gloves, rubber clothes and boots, coveralls, hardhats, moulded hearing protection, and safety glasses.
- 17.6 The Company will reimburse employees for the cost of prescription safety glasses up to a maximum of one hundred and eighty five dollars (\$185.00) every two (2) years, or earlier in the event the employee's prescription changes. In the latter case proof of the changed prescription must be provided to the Company to be eligible for reimbursement.

Article 18 - Union/Management Committee

- 18.1 The Union and Company shall establish a Union/Management Committee structure to allow for discussion of issues of interest or concern to the parties (except grievances). This Committee shall meet on a quarterly basis. Additional meetings may be requested by any member of the committee. This committee shall consist of the Shop Steward, the Union Business Agent (if desired), as well as the appropriate management personnel to facilitate a meaningful discussion of the issues.
- 18.2 The Union/Management Committee shall have no authority to amend this Collective Agreement.

Article 19 - Job Postings

- 19.1 When filling vacant apprenticeship positions it is agreed that internal candidates with the requisite qualifications and abilities will be considered. A vacancy will be posted for eight (8) calendar days and interested candidates may make a written application to their Supervisor. In evaluating applicants the Company will assess the employee's skill and ability, productivity, demonstrated initiative, attendance record, disciplinary record, continuous length of service and other factors the

Company deems relevant. It is agreed that the Company has the discretion to make the final decision with respect to all new Apprentices.

- 19.2 A new Apprentice appointed under Clause 19.1 shall be subject to a trial period of thirty (30) working days. If during this trial period the Company determines the employee is not satisfactory or if the employee does not wish to continue in the position, the employee shall revert to his former position.
- 19.3 In the event the employee withdraws his application under Clause 19.1 or the position becomes vacant under Clause 19.2, the Company will consider other applicants who applied for the position according to the conditions of Clause 19.1.

Article 20 - Apprenticeships

- 20.1 The Company and the Union agree that the indenturing and training of Apprentices is important to the future of the business and as such agree to incorporate Apprentices into the workplace where possible.
- 20.2 Apprentices shall be paid at a minimum in accordance with the appropriate regulations of the *Alberta Apprenticeship Act*.
- 20.3 All Apprentices shall acquire and maintain the hand tools necessary to carry out their apprenticeship training. Upon completion of their apprenticeship, employees are expected to be in possession of all of the required tools on the agreed tool list to fulfill all of the responsibilities of a Journeyman.
- 20.4 The Union acknowledges that the Company has a leading program for Apprentices in the Welding and Mechanical trades. It is agreed that the Company may amend its apprenticeship program at any time and where amendments are made to the program the Union will be advised of such changes with four (4) weeks written notice.

Article 21 - Discipline/Job Abandonment

- 21.1 Discipline must be based on just cause and in accordance with the principles of progressive discipline.

The Company may impose increasingly severe discipline upon an employee for repeated infractions which may be dissimilar in nature.

- 21.2 Discipline resulting from an incident shall be implemented within seven (7) working days (of the employee involved) from the date of the incident becoming known to the Company. The Company may request from the Union an extension to this time limit and such request shall not be unreasonably denied.

- 21.3 An employee who is absent without leave for a period of three (3) consecutive work days without providing a reason acceptable to the Company shall be deemed to have abandoned his position and shall be treated as terminated.
- 21.4 If an employee has not received subsequent discipline within the timelines stipulated below, prior records of disciplinary action shall be removed from the employee's file and not be relied upon:
- (i) In the case of warnings, after twelve (12) months from the date the warning was issued;
 - (ii) In the case of suspensions, after thirty (30) months from the date the suspension was issued.

Article 22 - Lay-off and Recall

- 22.1 Lay-offs within a classification shall be based on the employee's skill and ability, attendance record and disciplinary record. Where such factors are equal as between two (2) employees, length of service shall be used as the determining factor. In the case of lay-offs, there shall be no bumping between classifications.
- 22.2 Recall from lay-off shall be in reverse order of the original lay-off, subject to the skill and ability needs of the Company.
- 22.3 An employee laid-off and recalled to work must return to work within two (2) working days when unemployed and ten (10) working days when employed elsewhere, after being recalled, or make definite arrangements with the Company.
- 22.4 All lay-offs shall be considered temporary lay-offs until they extend to duration of sixty (60) or more days, at which time they convert to indefinite lay-offs.
- 22.5 Upon reaching the sixtieth (60th) consecutive day on lay-off, the employee is entitled to request termination pay of three (3) hour's pay per month of service to a maximum of nine hundred (900) hours or the provisions of the *Employment Standards Code*, whichever is greater. Once an employee has been laid-off for a continuous period of four (4) months termination pay will be processed by the Company. Once termination pay has been paid to the employee, the employee's recall rights cease and his employment is deemed terminated.

Article 23 - Health and Wellness

- 23.1 The Company will pay one dollar and sixty cents (\$1.60) for each hour worked by each employee into the Operating Engineers Local 955 Health and Wellness Trust Fund.

Health and Wellness will increase by five cents (\$0.05) per hour worked on the first Sunday in March 2019 and will increase by five cents (\$0.05) per hour worked on the first Sunday in March 2021.

The Company shall, no later than the fifteenth (15th) of each month, mail Health and Wellness Trust Fund contribution for the previous month of the Office of the Trust Fund. Cheques are to be made payable to the Operating Engineers Local Union No. 955 Health and Wellness trust Fund.

It is agreed that the extent of the Company liability for the provision of Health and Wellness benefits for the bargaining unit employee is in providing to the Health and Wellness Trust Fund the contribution as outlined above.

Article 24 - Pension Plan

24.1 Accumulated amounts in the Group RSP plan will be maintained.

Upon ratification employees shall have a choice of contributing to either the Company's Group RSP plan or the Operating Engineers Pension Trust Fund. Employees who leave one (1) plan in order to join the other will not be able to return to the original plan for a period of at least one (1) year.

Upon ratification the Company shall pay a rate equal to five percent (5%) of the regular base rate for all hours worked to the Operating Engineers Pension Trust Fund.

24.2 The Company shall complete the Operating Engineers Pension Trust Fund employer contribution report and submit by mail to the office of the Operating Engineers Pension Trust Fund the contributions for the previous month not later than the fifteenth (15th) day of each month. Cheques are to be made payable to the Operating Engineers Local 955 Pension Trust Fund.

24.3 It is agreed that the Company's liability to said Trust Fund shall be limited to remittance of the above noted contributions in the manner and at the times set out herein.

Article 25 - General Provisions

25.1 If required, the Company will provide ten (10) pairs of coveralls to each employee through a coverall service that launders, repairs and replaces worn-out coveralls. The Company will maintain six (6) pairs of spare coveralls in the event an employee requires a spare set.

25.2 Employees are required to take good care of any articles of clothing provided to them by the Company and such articles shall be returned to

the Company on termination of employment or where a replacement is required.

- 25.3 Employees shall be allowed to review their personnel files in the presence of a Company representative upon presentation of a written request in advance.
- 25.4 The Company agrees to prepare and post quarterly in a place easily accessible to all employees a list of names of all employees showing their classification and start date.
- 25.5 Employees shall be subject to a mandatory probationary period of ninety (90) days. This period may be extended upon mutual agreement of the parties. Such agreement from the Union will not be unreasonably withheld.

Article 26 - Duration

- 26.1 This Collective Agreement shall be effective from the date of ratification by both Parties until February 27, 2023 and shall remain in effect from year to year thereafter, unless written notice is given by either Party not less than ninety (90) days nor more than one hundred twenty (120) days prior to the termination date hereof, of their intention to negotiate a revision to this Collective Agreement.

Dated at Edmonton, Alberta this 7 day of May, 2018.

Signed on behalf of North
American Maintenance Ltd.

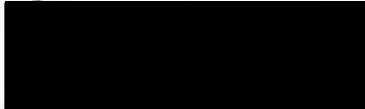


Joseph Lambert, President &
COO

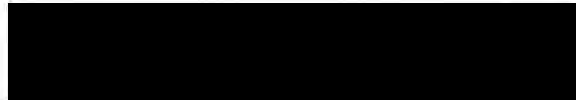
Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955



Chris Flett, Business Manager



David Kallay, GM, HR



Declan Regan, Vice President

Appendix "A" - Classifications and Wage Rates

Classification	1.75%	2.50%	1.25%	*1.25%	*1.25%
	11-Apr-18	28-Feb-19	28-Feb-20	28-Feb-21	28-Feb-22
Certified Mechanic - 3	\$44.21	\$45.32	\$45.89	\$46.46	\$47.04
Certified Mechanic - 2	\$42.71	\$43.82	\$44.39	\$44.96	\$45.54
Certified Mechanic - 1	\$41.21	\$42.32	\$42.89	\$43.46	\$44.04
Certified Welder - 3	\$44.21	\$45.32	\$45.89	\$46.46	\$47.04
Certified Welder - 2	\$42.71	\$43.82	\$44.39	\$44.96	\$45.54
Certified Welder - 1	\$41.21	\$42.32	\$42.89	\$43.46	\$44.04
Yardperson - 2	\$38.32	\$39.28	\$39.77	\$40.27	\$40.77
Yardperson - 1	\$35.38	\$36.26	\$36.71	\$37.17	\$37.63
Shop Benchhand - 3 (85%)	\$35.03	\$35.97	\$36.46	\$36.94	\$37.43
Shop Benchhand - 2 (75%)	\$30.91	\$31.74	\$32.17	\$32.60	\$33.03
Shop Benchhand - 1 (65%)	\$26.79	\$27.51	\$27.88	\$28.25	\$28.63
Labourer - 1 & Temporary Employees	\$22.72	\$23.29	\$23.58	\$23.87	\$24.17
Labourer - 2	\$25.42	\$26.06	\$26.39	\$26.72	\$27.05
Labourer - 3	\$28.76	\$29.48	\$29.85	\$30.22	\$30.60
Truck Driver - Heavy	\$44.21	\$45.32	\$45.89	\$46.46	\$47.04
Truck Driver - Light Heavy	\$38.32	\$39.28	\$39.77	\$40.27	\$40.77
Truck Driver - Light	\$35.38	\$36.26	\$36.71	\$37.17	\$37.63
Apprentice Mechanic 4th Year (100%)	\$41.21	\$42.32	\$42.89	\$43.46	\$44.04
Apprentice Mechanic 3rd Year (90%)	\$37.09	\$38.09	\$38.60	\$39.11	\$39.64
Apprentice Mechanic 2nd Year (80%)	\$32.97	\$33.86	\$34.31	\$34.77	\$35.23
Apprentice Mechanic 1st Year (70%)	\$28.85	\$29.62	\$30.02	\$30.42	\$30.83
Apprentice Welder 3rd Year (90%)	\$37.09	\$38.09	\$38.60	\$39.11	\$39.64
Apprentice Welder 2nd Year (80%)	\$32.97	\$33.86	\$34.31	\$34.77	\$35.23
Apprentice Welder 1st Year (70%)	\$28.85	\$29.62	\$30.02	\$30.42	\$30.83
Summer Students	\$21.40	\$21.94	\$22.21	\$22.49	\$22.77
Lead Hand Premium	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50

***Year 4**

Effective February 28, 2021 to February 27, 2022, adjust Salaries Appendix by one and a quarter percent (1.25%) minimum, up to two and one-quarter percent (2.25%) maximum based on the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from February 2020 to January 2021. The CPI shall be that published at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01j-eng.htm>

***Year 5**

Effective February 28, 2022 to February 27, 2023, adjust Salaries Appendix by one and a quarter percent (1.25%) minimum, up to two and one-quarter percent (2.25%) maximum based on the average percentage (%) change in the Alberta "All Items" Consumer Price Index (CPI) calculated over the period from February 2021 to January 2022. The CPI shall be that published at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01j-eng.htm>

Definitions of Classifications (the following does not represent a job description or list of job duties/responsibilities. It is merely a guideline to assist in determining the appropriate classification for an employee to be employed in)

Apprentices – Apprentices enrolled into the apprenticeship program prior to the date of ratification, April 11, 2018 shall have their current straight time base hourly rates of pay grandfathered and shall receive future base rate increases in accordance with the provisions of the Collective Agreement and based on the Certified Mechanic 3 base hourly rate.

Labourer 1 – a Labourer with less than two thousand (2000) hours of shop work experience with the Company and/or who has not demonstrated the necessary level of competency in key shop activities to be promoted to the Labourer 2 classification.

Labourer 2 – a Labourer with more than two thousand (2000) hours of shop work experience and who has demonstrated the necessary level of competency in key shop activities, as determined by the Supervisor. It is understood that the Supervisor may waive the requirement for working hours based on the experience and ability of the employee.

Labourer 3 – A Labourer with more than three thousand (3000) hours of shop work experience and who has demonstrated the necessary level of competency in specific shop activities, such as detail painting, as determined by the Supervisor. It is understood that the Supervisor may waive the requirement for working hours based on the experience and ability of the employee.

An employee will only be promoted to Labourer 2 or 3 after the above conditions have been met and the Supervisor has assessed the employee and is satisfied that such employee has met the requirements for such promotion.

Truck Driver – Heavy – a licensed Tractor Trailer Operator who is consistently doing heavy-hauling using tractor-trailers with ten (10) or more axles.

Truck Driver – Light Heavy - a licensed Tractor Trailer Operator who transports heavy equipment using tractor-trailers with less than ten (10) axles.

Truck Driver – Light – a licensed Operator who transports equipment using straight-truck equipment, or similar, without a trailer.

An employee will only be promoted to Light Heavy or Heavy Truck Driver if the Supervisor has assessed the employee and is satisfied that such employee has met the requirements and qualifications for such promotion. When an employee works in a higher Truck Driver classification he shall be paid the higher rate for the entire half (½) of the shift in which he works the higher classification.

Summer Students/Temporary – an employee who performs miscellaneous work in the yard and shop on an intermittent, temporary or seasonal basis. Summer Students may work during the periods of school breaks. Temporary employees may work for a maximum of three (3) consecutive months. It is understood that Summer Students/Temporary employees may perform all of the functions of a Labourer.

Lead Mechanic – On a job where there is more than one (1) Mechanic working, one (1) Mechanic will be designated as a Lead Mechanic who will update the Supervisor on the tasks performed within their normal scope of work. This designation will not be subject to premiums since the tasks fall within the scope of regular Mechanic duties. The Lead Mechanic will not be responsible for disciplining or supervising other employees.

Certified Mechanic 1 – a new employee that is a Certified Mechanic, and holds one (1) to five (5) years' work experience with off-road heavy construction and mining equipment or automotive. A new employee may be advanced to Certified Mechanic 2 upon demonstrating the necessary level of competency required, as determined by the Superintendent. Employees shall be advanced to Certified Mechanic 2 no later than following one (1) year of service.

Certified Mechanic 2 – a new employee that is a Certified Mechanic, and holds more than five (5) years' work experience with off-road heavy construction and mining equipment or automotive. A new employee may be advanced to Certified Mechanic 3 upon demonstrating the necessary level of competency required, as determined by the Superintendent. New employees shall be advanced to Certified Mechanic 3 no later than following one (1) year of service. Employees hired in as a Certified Mechanic 1 shall be advanced to Certified Mechanic 3 upon demonstrating the necessary level of competency required, and no later than following one (1) year, of advancement to Certified Mechanic 2.

Certified Mechanic 3 – Certified Mechanics hired prior to the date of ratification April 11, 2018 and a Certified Mechanic that was hired on with the Company

after this date as a Certified Mechanic 1 or 2, and that has progressed through one or both classification levels upon demonstrating the necessary level of competency required for each level.

Certified Welder 1 – a new employee that is a Certified Welder, and holds one (1) to five (5) years' work experience with off-road heavy construction and mining equipment. An employee may be advanced to Certified Welder 2 upon demonstrating the necessary level of competency required, as determined by the Superintendent. Employees shall be advanced to Certified Welder 2 no later than following one (1) year of service.

Certified Welder 2 – a new employee that is a Certified Welder, and holds more than five (5) years' work experience with off-road heavy construction and mining equipment. An employee may be advanced to Certified Welder 3 upon demonstrating the necessary level of competency required, as determined by the Superintendent. New employees shall be advanced to Certified Welder 3 no later than following one (1) year of service. Employees hired in as a Certified Welder 1 shall be advanced to Certified Welder 3 upon demonstrating the necessary level of competency required, and no later than following one (1) year of advancement to Certified Welder 2.

Certified Welder 3 – Certified Welders hired prior to the date of ratification April 11, 2018 and a Certified Welder that was hired on with the Company after this date as a Certified Welder 1 or 2, and that has progressed through one or both classification levels upon demonstrating the necessary level of competency required for each level.

Shop Benchhand 1 – sixty-five percent (65%) of a Certified Mechanic 1 wage rate. A Shop Benchhand with less than two thousand (2000) hours of related work experience in the job duties/responsibilities.

Shop Benchhand 2 – seventy-five percent (75%) of a Certified Mechanic 1 wage rate. A Shop Benchhand with less than three thousand (3000) hours of related work experience in the job duties/responsibilities.

Shop Benchhand 3 – eighty-five percent (85%) of a Certified Mechanic 1 wage rate. A Shop Benchhand with less than four thousand (4000) hours of related work experience in the job duties/responsibilities.

Shop Benchhand job duties/responsibilities includes:

- assisting a Journeyperson with all tasks, activities and functions that fall outside of the respective Certified Journeyperson's branch of the trade that is permissible and in accordance with each respective Trade Regulation of the *Alberta Apprenticeship and Industry Training Act*; and
- carrying out all the support duties/responsibilities of a Certified Journeyperson's trade.

Yardperson 1 – a Yardperson with less than three thousand (3000) hours of related work experience in the job duties/responsibilities.

Yardperson 2 – a Yardperson with more than three thousand (3000) hours of related work experience in the job duties/responsibilities.

Letter of Understanding

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

Letter of Understanding re: Winter Coveralls

During negotiations the parties discussed the topic of winter coveralls.

The Company agreed to maintain a sufficient supply of winter coveralls in the Warehouse which could be borrowed by employees for single-day use on an as-needed basis. It is agreed that it is not the intention of the Company to issue winter coveralls to each employee and that this privilege shall not be abused by employees. The Company shall ensure that winter coveralls used are laundered and maintained prior to reissue.

Dated at Edmonton, Alberta this 7 day of May, 2018.

Signed on behalf of North
American Maintenance Ltd.

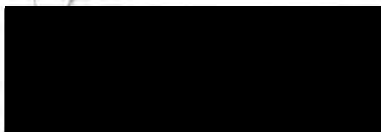


Joseph Lambert, President &
COO

Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955



Chris Flett, Business Manager



David Kallay, GM, HR



Declan Regan, Vice President

Letter of Understanding

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

Letter of Understanding re: Attendance at Meetings

During negotiations the parties discussed the topic of appropriate payment for employees attending meetings on their scheduled days off.

The parties agreed that where an employee is required to attend a Joint Health & Safety Committee meeting or Union/Management meeting on his scheduled day off he shall be paid for his time in the meeting or four (4) hours, whichever is greater, at straight time rates. It is further agreed that such hours will not be deemed hours worked for purposes of calculating weekly overtime.

Dated at Edmonton, Alberta this 7 day of may, 2018.

Signed on behalf of North
American Maintenance Ltd.



Joseph Lambert, President &
COO



David Kallay, GM, HR

Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955



Chris Flett, Business Manager



Declan Regan, Vice President

Letter of Understanding

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

Letter of Understanding re: Work-Related Training

During negotiations the parties discussed the topic of work-related training. It was agreed that the provision of training opportunities to employees is of mutual benefit as it contributes to the continuous development of employee skills and abilities, and contributes to increased quality and efficiency in their work, which benefits the Company. It was also agreed that there are costs involved for both the Company and its employees. For the Company these costs include the cost of course registration and course-related fees, accommodation and travel costs, costs associated with the loss of the employee from his/her job during the duration of the program, and the costs associated with replacing the employee while he/she is away from work. For the employee the cost could be time away from family, additional days of work beyond the regular schedule, and travel scheduling which cannot always be arranged to the complete convenience of the employee.

The Company will endeavor to schedule training during regular work days to the extent possible. Where employees attend training on days that are regularly scheduled shifts they will be paid as if they were at work. Where employees attend training on their scheduled days off they shall be paid for their time at straight time rates and be allowed equivalent day(s) off in lieu without pay, to be scheduled at a time mutually agreeable to the employee and Company. If the employee is requested by the Company to work on the day(s) off in lieu they shall be considered scheduled days off for overtime purposes. Hours paid for attendance at training programs on scheduled days off shall not be considered hours worked for the purposes of calculating weekly overtime.

Where employees are required to travel outside of Edmonton to attend a training program, employees will be paid as if they were at work on days that are their regularly scheduled shifts. Where employees attend training on their scheduled days off they shall be paid for eight (8) hour days and forty (40) hour weeks for days spent travelling to and attending courses, as the case may be, regardless of the actual time spent travelling to the course or time spent in the course. For greater clarity, overtime or premiums will not be paid for attendance at training courses. Hours paid for attendance at training programs on scheduled days off shall not be considered hours worked for the purposes of calculating weekly overtime.

Details pertaining to travel-related costs (hotels, meals, mileage at fifty cents (\$0.50) per km if not provided with a Company vehicle, etc.) will be set between the employee and his Supervisor prior to the course. All reasonable expenditures for which an employee will expect reimbursement must be accompanied by receipts, and be submitted for approval to the Maintenance Superintendent.

Dated at Edmonton, Alberta this 7 day of may, 2018.

Signed on behalf of North
American Maintenance Ltd.

Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955



Joseph Lambert, President &
COO

Chris Flett, Business Manager



David Kallay, GM, HR

Declan Regan, Vice President

Letter of Understanding

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

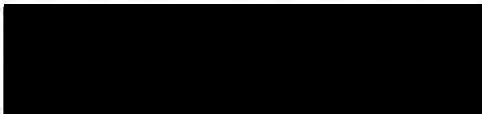
Letter of Understanding re: Vacation Entitlement

During negotiations the parties discussed the topic of vacation entitlement.

The parties agreed that if an employee requests to not use all of his vacation entitlement in a given year, he may forfeit any unused vacation time and instead continue to work his regular shift schedule. In the event an employee desires to exercise this option, he must sign a waiver indemnifying the Company against any and all causes of action relating to his contractual vacation entitlement not being provided. Employees wishing to exercise this option must provide the Company with as much notice as possible and all such requests must be received by the Company no later than September 30th each year.

Dated at Edmonton, Alberta this 7 day of May, 2018.

Signed on behalf of North
American Maintenance Ltd.

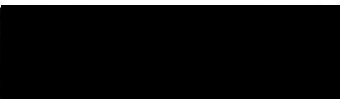


Joseph Lambert, President &
COO

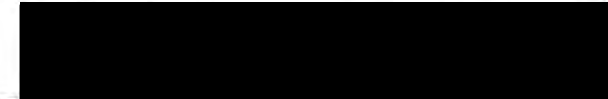
Signed on behalf of the
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Chris Flett, Business Manager



David Kallay, GM, HR



Declan Regan, Vice President

Letter of Understanding

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And

International Union of Operating Engineers Local Union No. 955

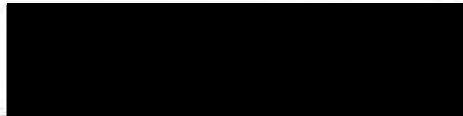
Letter of Understanding re: Other Shop Facilities

During negotiations the parties discussed the topic of other shop facilities being used, purchased or built by the Company. The parties agreed that if this occurs, the parties would meet to negotiate the terms and conditions and rate of pay for employees working at or from those facilities, as well as the point in time at which they become effective. It was further agreed that the terms, conditions and rates of pay negotiated should reflect the local conditions in the region of the new facilities. It was further agreed that the agreed-upon rates of pay shall be retroactive to the date negotiated above.

Dated at Edmonton, Alberta this 7 day of May, 2018.

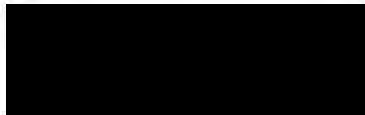
Signed on behalf of North
American Maintenance Ltd.

Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955



Joseph Lambert, President &
COO

Chris Flett, Business Manager



David Kallay, GM, HR

Declan Regan, Vice President

Letter of Understanding

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

Letter of Understanding re: Present Practices on Work Done by Bargaining Unit Employees

This letter confirms the long-standing practices of the Company with respect to work performed by employees of North American Maintenance Ltd. and that work is performed using other sources and methods of maintaining equipment.

It is understood that all of the equipment occasionally repaired in the Acheson shop is not owned by North American Maintenance Ltd. The Company's parent, North American Construction Group Inc. owns all of the equipment utilized by each subsidiary of the parent Company and as such determines the means and methods of maintaining its fleet of equipment.


In the result, employees of North American Maintenance Ltd. have not exclusively performed work on any particular piece of equipment. In the past equipment has been maintained and/or repaired by several categories of people including employees of the equipment supplier, employees of other organizations that maintain equipment, independent sub-contractors, employees of other subsidiaries of the Company's parent, and by employees of North American Maintenance Ltd. This work is carried out by all of the above persons or organizations either on the premises at Acheson or offsite.

There is nothing in this letter or in the Collective Agreement which is intended to change these practices from those mentioned above.

Dated at Edmonton, Alberta this 7 day of may, 2018.

Signed on behalf of North American Maintenance Ltd.

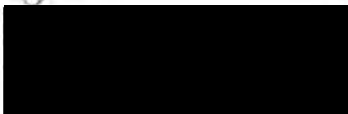
Signed on behalf of the International Union of Operating Engineers, Local Union No. 955



Joseph Lambert, President & COO



Chris Flett, Business Manager



David Kallay, GM, HR



Declan Regan, Vice President

Letter of Clarity

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

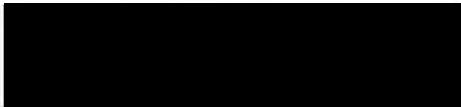
Letter of Clarity RE: Health and Wellness Transition Timeline

During the negotiation the parties discussed the transition of employees from the current Company provided Benefit Plan with North American Maintenance Ltd. to the International Union of Operating Engineers Local Union No. 955 Health and Wellness Plan. The Company will commence paying Health and Wellness contributions to the Health and Wellness Trust Fund upon ratification of this Collective Agreement. The Company will maintain the current Company provided Benefit Plan until August 31st, 2018, to allow employees to earn the requisite hours required to qualify for coverage under the OE 955 Health and Wellness Plan.

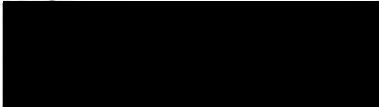
Dated at Edmonton, Alberta this 7 day of may, 2018.

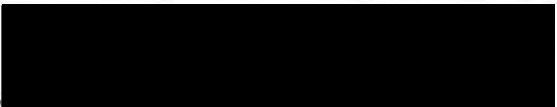
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Signed on behalf of the
International Union of Operating
Engineers, Local Union No. 955


Joseph Lambert, President &
COO


Chris Flett, Business Manager


David Kallay, GM, HR


Declan Regan, Vice President

Letter of Intent

Between

North American Maintenance Ltd.

And

International Union of Operating Engineers Local Union No. 955

Letter of Intent re: Tool Allowance

During negotiations the parties discussed the topic of tool allowance.

The Company expressed an interest at a future date to supply Mechanics, Apprentice Mechanics, Welders and Apprentice Welders with all of the tools necessary to complete their duties. This business decision, if implemented, will affect Clauses 10.1, 10.2 and 10.3, and their intent.

If the Company decides to supply tools than the parties agreed that the Company shall provide written notice to the Union of its decision and the parties would meet to renegotiate the terms and conditions of Clause 10.1 and the phasing out of the respective tool allowance provided per Clause 10.2 and 10.3.

If a satisfactory conclusion to negotiations is not concluded within fourteen (14) calendar days of the Company providing written notice, or such longer time as may be agreed upon, then the matter may be referred to arbitration.

The parties agreed that Clauses 10.1, 10.2 and 10.3 shall remain in effect if the Company gives written notice to the Union of less than one (1) year prior to the termination of this Collective Agreement. In this case, the renegotiating of the terms and conditions of Clause 10.1 and the phasing out of the respective tool allowance provided per Clause 10.2 and 10.3 shall be addressed through the collective bargaining process.

Dated at Edmonton, Alberta this 7 day of May, 2018.

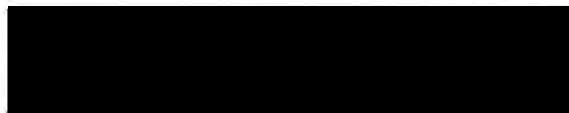
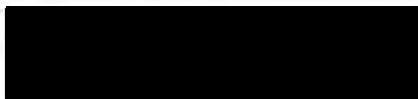
Signed on behalf of North
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Engineers, Local Union No. 955



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